
IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

TERRY ELIZABETH SILVA, <div style="text-align: right;"><i>Plaintiff,</i></div> <div style="text-align: center;">vs.</div> MID ATLANTIC MANAGEMENT CORPORATION, CANTERBURY WOODS HOMEOWNERS ASSOC., FORBES, BENDER, PAOLINO & DiSANTI, AND ALEXANDER DiSANTI, ESQ. <div style="text-align: right;"><i>Defendants.</i></div>	§ § § § § § § § §	<u>Civil Action</u> 02-3579
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**PLAINTIFF'S ANSWER TO DEFENDANT
CANTERBURY WOODS HOMEOWNERS ASSOCIATION'S COUNTERCLAIM**

Plaintiff, Terry Elizabeth Silva, hereby answers Defendant Canterbury Woods Homeowners Association's counterclaim as follows:

1. Denied. There are no numbered paragraphs to incorporate. Plaintiff has made all payments timely and has paid all homeowner fees.

2. Denied. There are no numbered paragraphs to incorporate. Plaintiff has made all payments timely and has paid all homeowner fees.

3. Denied. The fees Defendant allegedly incurred were not reasonable, related nor justified as coming within the alleged Declaration provisions.

WHEREFORE, Plaintiff Terry Elizabeth Silva prays that this Court enter judgment in her favor and against Defendant Canterbury Woods Homeowners Association on its counterclaim.

First Affirmative Defense

Defendant's counterclaim is barred in whole or part based upon the statute of limitations.

Second Affirmative Defense

Defendant's counterclaim is barred in whole or part by the doctrine of laches.

Third Affirmative Defense

Defendant's counterclaim is barred in whole or part by the doctrine of accord and satisfaction.

Fourth Affirmative Defense

Defendant's counterclaim is barred in whole or part by the doctrines of claim preclusion and/or issue preclusion.

Fifth Affirmative Defense

Defendant's counterclaim is barred in whole or part by the doctrine of unclean hands.

SIXTH AFFIRMATIVE DEFENSE

Defendant is not entitled to attorney's fees.

Seventh Affirmative Defense

Defendant is not entitled to its claimed fee damages as they are not necessary, related or reasonable.

Eighth Affirmative Defense

Defendant fails to state a claim upon which relief may be granted.

Ninth Affirmative Defense

Defendant's allegations of damage are part of a contract of adhesion and therefore unconscionable.

Tenth Affirmative Defense

Defendant's charges are not in compliance with its agreement and did not afford Plaintiff notice or due process.

Eleventh Affirmative Defense

Defendant's charges are contrary to law.

Twelfth Affirmative Defense

Defendant did not mail proper notice to Plaintiff and its claims for collection and/or fees are barred.

Thirteenth Affirmative Defense

Defendant has attempted to charge and collect "fees" without first obtaining a determination of any entitlement in violation of law.

Fourteenth Affirmative Defense

Defendant's claim is barred by estoppel.

Fifteenth Affirmative Defense

Defendant's counterclaim and the fees alleged are void under consumer protection laws.

Sixteenth Affirmative Defense

Defendant lacks standing to assert its counterclaim.

Seventeenth Affirmative Defense

Defendant's counterclaim is barred by rescission.

Eighteenth Affirmative Defense

Defendant's counterclaim is barred by waiver.

Nineteenth Affirmative Defense

Defendant's counterclaim is barred by set-off.

Twentieth Affirmative Defense

Defendant's counterclaim is barred by equitable subordination.

Twenty-First Affirmative Defense

Defendant's counterclaim is barred by recoupment.

Kenneth J. Benton
Attorney for Plaintiff
SILVA & ASSOCIATES, P.C.
1429 Walnut Street, Suite 900
Philadelphia, PA 19102
(215) 564-0202

Dated: July 17, 2002

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

TERRY ELIZABETH SILVA,	§	<u>CIVIL ACTION</u>
<i>PLAINTIFF,</i>	§	
VS.	§	02-3579
	§	
MID-ATLANTIC MANAGEMENT CORPORATION,	§	
CANTERBURY WOODS HOMEOWNERS ASSOCIATION,	§	
FORBES, BENDER, PAOLINO & DiSANTI, P.C. AND	§	
ALEXANDER DiSANTI, ESQ.	§	
<i>DEFENDANTS.</i>	§	
	§	

CERTIFICATE OF SERVICE

I, Kenneth J. Benton, hereby certify that a copy of the foregoing answer to defendant's counterclaim was served this date on the following person by regular United States mail postage pre-paid at the following address:

Gary Bender, Esquire
Forbes, Bender, Paolino & DiSanti, P.C.
225 North Olive Street
Media, PA 19063

Kenneth J. Benton
Silva & Associates
1429 Walnut Street, Suite 900
Philadelphia, PA 19102
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